

**SETTLEMENT AGREEMENT BETWEEN THE MISSOURI
STATE BOARD OF REGISTRATION FOR THE HEALING ARTS
AND OSIAS ALMIRON, M.D.**

Osias Almiron, M.D. (hereinafter "Dr. Almiron") and the State Board of Registration for the Healing Arts (hereinafter "Board") enter into this Settlement Agreement Between the Missouri State Board of Registration for the Healing Arts and Osias Almiron, M.D. (hereinafter "Settlement Agreement") for the purpose of resolving the question of whether Dr. Almiron is entitled to continued licensure in Missouri. Dr. Almiron and the Board jointly stipulate and agree that the final disposition of this matter may be effectuated as described below pursuant to Chapters 621 & 334 of the Revised Statutes of Missouri and the regulations promulgated thereunder.

By signing this agreement, Dr. Almiron and the Board acknowledge that they understand the various rights and privileges afforded by law, including the right to a hearing before the Board and the right to have the Board's findings reviewed by the courts of Missouri: the right to appear and be represented by legal counsel; the right to cross-examine any witnesses at the hearing; the right to present evidence; and the right to a decision based upon the record by the Board. By signing this document, Dr. Almiron and the Board waive these rights and agree to abide by the terms of this document which is a legally enforceable contract.

I. JOINT STIPULATION OF FACTS

The Board and Dr. Almiron jointly stipulate to the following facts as true:

1. The State Board of Registration for the Healing Arts is an agency of the State of Missouri created and established pursuant to §334.120, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.

2. Dr. Almiron is licensed as a physician in Missouri, License No. 33039. This license was first issued on October 17, 1970. Dr. Almiron's license is current and active and was so during all times relevant.

3. On August 12, 2008, the Board initiated proceedings under § 334.100.2(25), RSMo.

4. On February 12, 2009, the Board issued its Notice and Subpoena for an open hearing to determine if discipline should be imposed against Dr. Almiron's license under § 334.100.2(25), RSMo. The open hearing was scheduled to take place on July 17, 2009, at 4:00 p.m.

5. After receiving the Board's Notice and Subpoena but prior to the open hearing, Dr. Almiron submitted additional information to the Board for consideration.

6. After considering the additional evidence submitted, the Board has determined that this Settlement Agreement appropriately resolves the question of Dr. Almiron's continued licensure as a physician in Missouri.

II. JOINT CONCLUSIONS OF LAW

7. The Board and Dr. Almiron jointly stipulate that this settlement agreement and the actions compelled herein are authorized by law in that:

8. The Board has authority to enter this agreement and informally resolve the issue of whether Dr. Almiron is entitled to continued licensure in Missouri pursuant to §§ 334.040, 334.100 & 334.031, RSMo.

9. Dr. Almiron is entitled to continued licensure as a physician in Missouri.

III. LIMITED LICENSE

Based on the foregoing, and upon sufficient consideration described herein, the parties mutually agree and stipulate that Dr. Almiron is authorized to continue practice as a physician in Missouri under License No. 33039. Dr. Almiron's medical license shall grant him all of the rights, duties, and privileges set forth in Chapter 334, RSMo, and the regulations promulgated thereunder, except that Dr. Almiron agrees that his license shall be subject to the following limitations:

10. Dr. Almiron shall not exceed twenty (20) hours each week in the practice of medicine.

11. Dr. Almiron shall not perform surgery including any procedure that requires sedation, intubation or hospitalization of the patient; nothing herein shall prevent Dr. Almiron from performing minor medical procedures inside his medical clinic that do not require sedation, intubation or hospitalization of the patient.

12. Dr. Almiron shall not treat patients in an in-patient setting or maintain hospital privileges of any kind.

13. Dr. Almiron hereby agrees to limit his practice of medicine according to items 10 through 13 listed herein. The Board shall permit Dr. Almiron to practice

medicine in Missouri under License No. 33039 so long as he adheres to the limitations herein.

14. The terms of this agreement shall become effective immediately on the date this document is fully executed by the parties. This agreement will be maintained as an open record of the Board and the action set forth in this agreement will be published by the Board as follows in the Miscellaneous Action portion of the Board's first quarterly bulletin published after this agreement becomes effective:

Osias Almiron, M.D., St. Louis, MO

Basis for Action: 334.100, RSMo.

Board Action: Licensee will limit his practice to 20 hours per week in a clinic setting. No disciplinary hearing was held

Effective Date:

15. If the Licensee is licensed in other jurisdictions, then he shall notify, in writing, the medical licensing authorities of those jurisdictions, within fifteen (15) days of the effective date of this settlement agreement, of the Licensee's disciplinary status in Missouri. The Licensee shall forward a copy of this written notice to the Board contemporaneously with sending it to the relevant licensing authority.

16. For purposes of this agreement, unless otherwise specified in this agreement, all reports, documentation, evaluations, notices, or other materials required to be submitted to the Board in this agreement shall be forwarded to The State Board of Registration for the Healing Arts, Attention: Investigations, P.O. Box 4, Jefferson City, Missouri 65102.

17. In the event The State Board of Registration for the Healing Arts determines that the Licensee has violated any term or condition of this agreement, the

Board may elect to pursue any lawful remedies afforded it and is not bound by this agreement in its election of remedies concerning that violation. The Board may in its discretion, vacate this agreement and impose such further discipline as the Board shall deem appropriate pursuant to §324.042, RSMo.

18. This agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 334, RSMo, by the Licensee not specifically mentioned in this document.

19. No additional order shall be entered by this Board pursuant to the preceding paragraph of this agreement without notice and an opportunity for hearing before this Board as a contested case in accordance with the provisions of Chapter 536, RSMo. If any alleged violation of this agreement occurred during the disciplinary period, the parties agree that the Board may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, may impose further disciplinary action. The Licensee agrees and stipulates that the Board has continuing jurisdiction to hold a hearing to determine if a violation of this agreement has occurred.

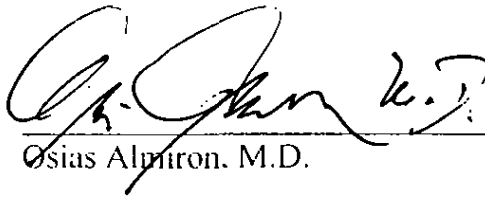

20. The Licensee hereby waives and releases the Board, its members, and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any

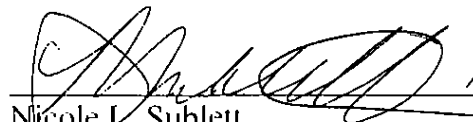
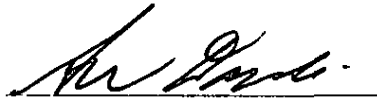
of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

21. This document contains the full and complete agreement of the parties relating to this matter. The parties hereby agree to be bound by the terms included herein. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

PHYSICIAN

BOARD

	<u>10/13/09</u>		<u>10/21/09</u>
Osias Almiron, M.D.	Date	Tina Steinman	Date
		Executive Director	

	<u>10/16/09</u>		<u>10/21/09</u>
Nicole L. Sublett	Date	Sreenu Dandamudi	Date
Attorney for Dr. Almiron		Attorney for the Board	
Missouri Bar No. 51728		MO Bar No. 50734	

EFFECTIVE THIS 21 DAY OF October, 2009.